(3)

Supreme Court, U.S.
FILED
AUG 5 1986
JOSEPH F. SPANIOL, JR.
CLERK

No. 85-1360

IN THE

Supreme Court of the United States

OCTOBER TERM, 1985

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, and LOCAL 759 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, SYSTEM COUNCIL U-4,
Petitioners,

v.

SALLY HECHLER,
Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

---

JOINT APPENDIX

LAURENCE J. COHEN
SHERMAN, DUNN, COHEN, LEIFER AND COUNTS, P.C.
Suite 801
1125 15th Street, N.W.
Washington, D.C. 20005
(202) 785-9300
Counsel for Petitioners

JOEL S. PERWIN
PODHURST, ORSECK, PARKS, JOSEFSBERG, EATON, MEADOW & OLIN, P.A.
Suite 800 City National Bank Bldg.
25 West Flagler Street
Miami, Florida 33130
(305) 358-2800
Counsel for Respondent

PETITION FOR CERTIORARI FILED FEBRUARY 12, 1986
CERTIORARI GRANTED MAY 19, 1986

22pp

IN THE

Supreme Court of the United States

OCTOBER TERM, 1985

No. 85-1360

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, and LOCAL 759 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, SYSTEM COUNCIL U-4,

Petitioners,

v.

SALLY HECHLER,

Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

---

TABLE OF CONTENTS

	Page
Notation regarding decisions below	ii
Relevant Docket Entries	1
District Court	1
Court of Appeals	2
Complaint	3
Excerpts from Memorandum of Agreement Between Florida Power and Light Company and International Brotherhood of Electrical Workers	7

The following opinions and orders have been omitted in printing this appendix because they appear on the following pages in the appendix to the printed Petition for Certiorari:

Order of Dismissal of the District Court for the Southern District of Florida, dated July 24, 1984 ..... 1a

Opinion of the Court of Appeals for the Eleventh Circuit, dated September 30, 1985 ..... 11a

Order of the Court of Appeals for the Eleventh Circuit denying petition for rehearing and suggestion for rehearing en banc entered on November 14, 1985..... 33a

RELEVANT DOCKET ENTRIES

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

DATE	NR.	PROCEEDINGS
1984		
Mar. 13	1	JOINT Petition for removal
13	2	NOTICE of Removal
Jun. *5	16	MOTION to dismiss, by Deft. International
*5	17	MEMORANDUM of points and authorities in support of the Motion to dismiss
25	19	MOTION to dismiss of Local 759 of the International Brotherhood etc.
July 2	22	REPLY to defts' motion to dismiss, by Pltf.
2	24	MEMORANDUM of law in opposition to defts' motions to dismiss, by Pltf.
24	26	ORDER (JAG7/24/84) Cause is DISMISSED because the Pltf. failed to file suit within the prescribed time frame (EOD7/26/84)
Aug. 3	27	MOTION for reconsideration and relief to file amended complaint, by Pltf.
3	28	MEMORANDUM in support of Pltf's motion for reconsideration and relief to file amended complaint, by Pltf.
13	29	RESPONSE to motion for reconsideration by local 759 of the International Brotherhood of Electrical Workers etc.
22	30	*NOTICE OF APPEAL* filed by Pltf. from Order of Dismissal entered 6/22/84. COPIES TO USCA; ESTER, ESQ.; SUGARMAN, ESQ.; RESNICH, ESQ. & LaMARR, ESQ.)

DATE	NR.	PROCEEDINGS
1984		
Oct. 3	31	NOTICE OF APPEAL filed by Pltf. from Order of dismissal entered 7/24/84 and from Order denying motion for reconsideration entered 9/5/84. (COPIES TO USCA; ESTER, ESQ.; SUGARMAN, ESQ.; RESNICK, ESQ; LAMARR, ESQ. and KATHY GOULD)
Sep. 5	32	ORDER (JAG) Pltf's motion for reconsideration of order of dismissal DENIED. (EOD 10/9/84) *THIS PLEADING MISSING FROM FILE*
Nov. 15	—	*SUPPLEMENTAL RECORD ON APPEAL TRANSMITTED TO USCA* 1 Vol. Pleadings

UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

Volume		Document
I	Original Record on Appeal	1
II	Argument and Submission	2
	Opinion, September 30, 1985	3
	Judgment, September 30, 1985	4
	Order Denying Rehearing, November 14, 1985	5
	Clerk's Certificate	6

IN THE CIRCUIT COURT
OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Case No. 84-03434

SALLY HECHLER,

Plaintiff,

vs.

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, an unincorporated association, and LOCAL 759 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, SYSTEM COUNCIL U-4, an unincorporated association,

Defendants.

COMPLAINT

The Plaintiff, SALLY HECHLER, herewith sues the Defendants, THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, an unincorporated association (hereinafter referred to as INTERNATIONAL BROTHERHOOD) and LOCAL 759 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, SYSTEM COUNCIL U-4, an unincorporated association (hereinafter referred to as LOCAL 759) and states as follows:

1. At all times pertaining hereto, the Plaintiff, SALLY HECHLER, was a resident of Broward County, Florida.

2. The Defendants, INTERNATIONAL BROTHERHOOD and LOCAL 759, are both unincorporated associations, at all times herein doing business in Broward County, Florida, by having agents herein entering into

contracts herein, and/or conducting daily business activities herein.

3. On or about the 11th day of January, 1982, the Plaintiff, SALLY HECHLER, was employed by Florida Power and Light Company (Florida Power) as an electrical apprentice, and, on said date, and prior thereto, was a dues-paying member of the Defendants, INTERNATIONAL BROTHERHOOD, and LOCAL 759, the said Defendants acting during these times as your Plaintiff's union and representative with Florida Power.

4. The Defendants, and each of them, pursuant to contracts and agreements entered into by and between these said Defendants and the said Florida Power, to which contracts and agreements the Plaintiff was a third-party beneficiary, and pursuant to the relationship by and between the said Defendants and the Plaintiff whereby the Plaintiff, SALLY HECHLER, was a dues-paying member of the said Defendants, the Defendant owed the Plaintiff the duty to assure that the Plaintiff was provided safety in her work place and a safe work place, and further, the Plaintiff would not be required or allowed to take undue risks in the performance of her duties which were not commensurate with her training and experience or to work in an area which was not safe as commensurate with her training and experience.

5. On or before the 11th day of January, 1982, your Plaintiff, SALLY HECHLER, was assigned by Florida Power to work at an electrical substation, operated by the said Florida Power, located in Broward County, Florida. Prior to said assignment, the said SALLY HECHLER had not received sufficient, adequate, or proper training and experience to be exposed to the high risks and dangerous conditions involved in such an inherently dangerous work place as an electrical substation.

6. Your Plaintiff, SALLY HECHLER, did not have the necessary nor required training, background, education, or experience to work in such an inherently danger-

ous work place as an electrical substation, but, despite this, the Defendants, and each of them, breached their duty and were consequently negligent to your Plaintiff, SALLY HECHLER, by allowing her to be assigned to work in and allowing her to actually work in such a dangerous location and environment and by failing to provide her with or ascertaining that she had the necessary training, experience, background, and education to work in such a dangerous environment, or ascertaining prior to her employer, Florida Power, placing her in such a dangerous environment, that she received the necessary education, background, training, and experience. Further, the Defendants were further negligent when they did not take any actions to protect your Plaintiff, SALLY HECHLER, from the risks inherent in such an inherently dangerous environment by providing and/or enforcing safety rules, regulations and requirements which would preclude such persons with inadequate and insufficient background, training, education, and experience, such as the Plaintiff, SALLY HECHLER, from being placed in such an inherently dangerous working environment, such as an electrical substation.

7. On or about the 11th day of January, 1982, your Plaintiff, SALLY HECHLER, was seriously, severely, and permanently injured when she came into contact with highly energized components of the said Florida Power electrical substation in Broward County, Florida, while working in said substation for Florida Power, all of which was a direct and proximate result of the negligence of the Defendants, and both of them.

8. As a direct and proximate result of the negligence of the Defendants, and both of them, as aforesaid, your Plaintiff, SALLY HECHLER, was seriously and severely injured in and about her body and mind, and was thereby rendered sick, sore, lame, and otherwise disabled.

9. As a further direct and proximate result of the negligence of the Defendants, and both of them, as afore-

said, your Plaintiff, SALLY HECHLER, has in the past undergone, and will in the future undergo, painful and extensive medical care and treatment, and she has in the past, and will in the future, incur medical bills and expenses, and the injuries so complained of by her are permanent in nature.

10. As a further direct and proximate result of the negligence of the Defendants, your Plaintiff, SALLY HECHLER, has in the past sustained, and will in the future sustain, loss of earnings and earning capacity.

WHERFORE, Plaintiff, SALLY HECHLER, demands Judgment against the Defendants, THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, an unincorporated association, and LOCAL 759 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, SYSTEM COUNCIL U-4, an unincorporated association, in an amount in excess of FIVE THOUSAND DOLLLARS ($5,000.00), exclusive of their interest and costs, which they pray for in addition thereto.

DEMAND FOR JURY TRIAL

The Plaintiff in the above-styled cause hereby demand a trial by jury of all the issues triable by right.

LAW OFFICES JACK LAMAR
312 S.E. 17th Street
Ft. Lauderdale, FL 33316
(305) 525-5158
Co-Counsel for Plaintiff

SHELDON J. SCHLESINGER, P.A.
Attorneys for Plaintiff
1212 Southeast Third Avenue
Fort Lauderdale, Florida 33316
(305) 467-8800/945-0722

By: _____
SHELDON J. SCHLESINGER

MEMORANDUM OF AGREEMENT

between

FPL [SEAL]

FLORIDA POWER & LIGHT COMPANY

and

[SEAL]

AFL-CIO

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

1982-1983

[LOGO]

ARTICLE I

GENERAL CONDITIONS

1. RECOGNITION AND REPRESENTATION

The Company recognizes the rights of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all employees of the Company working in the classifications listed in Exhibit "A" attached hereto, except as otherwise provided in Paragraph 3 hereinafter. The Company agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement.

2. PROBATIONARY PERIOD

All new employees employed in any of the classifications in Exhibit "A" shall be considered employed on a probationary basis for a period of the first six (6) months of continuous employment. During such period such employees shall receive at least the minimum of the rate range of the classification in which they are employed. During the probationary period such employees must show an aptitude for the work in which they are engaged and the ability and desire to advance to the skilled classifications. During this probationary period, the Company may, at its option, transfer, lay off or dismiss such employees. If retained after such period, such employees shall thereafter be considered regular employees and be entitled to all rights and privileges hereunder as such. A probationary employee is neither required to nor prohibited from joining the Union.

* * * *

4. MANAGEMENT IN COMPANY

The right to hire, promote, suspend, lay off, demote, assign, reassign, discipline, discharge and reemploy employees and the management of the properties of the Company shall be vested exclusively in the Company, and the Company shall have the right to determine how many men it will employ or retain in the operation and maintenance of its business, together with the right to exercise full control and discipline over its employees in the interest of proper service and conduct of its business, subject to any applicable terms of this Agreement.

4.1 COMPANY-FOREMAN RELATIONSHIP

It is agreed that all promotions to and demotions from classifications in the wage bracket of Distribution Dispatcher (DY, FM, SS and CO) and above, as shown in Exhibit "A", will not be subject to the arbitration step provided in the Agreement. It is further agreed that employees in such classifications have definite management responsibilities and are the direct representatives of the Company at their level of work. Employees in these classifications and any otners in a supervisory capacity are not to be jacked up or disciplined through Union machinery for the acts they may have performed as supervisors in the Company's interest. The Union and the Company do not expect or intend for Union members to interfere with the proper and legitimate performance of the Foremen's management responsibilities appropriate to their classification. It is further agreed that the inclusion in the bargaining unit of the employees in the wage bracket of Distribution Dispatcher (DY, FM, SS and CO) and above, and any others who may be in a bonafide supervisory capacity, shall not preclude the Company from having direct communication with such supervisory personnel to the same extent as if they were not included in the bargaining unit.

* * * *

17. QUALIFICATIONS FOR FILLING VACANCIES

In the filling of any jobs, vacancies, and making promotions (the word "promotion" shall mean advancement to a higher job classification), seniority (as defined in Paragraph 15) shall be given full consideration and where ability, skill and qualifications are reasonably equal, seniority (as defined in Paragraph 15) shall control. Final determination of such qualifications shall be made by the Company, except that any dispute which may arise in connection with any such matter shall be handled in accordance with the provisions of Article IV of this Agreement. Any employee who is promoted or transferred shall be given a reasonable time to acquaint himself with the job and prove his ability to fill the position satisfactorily. Should an employee, at the end of such trial period, prove unsatisfactory for the job to which he has been promoted or transferred, he shall be returned to his former position without loss of seniority. Any employee who is awarded a job in an apprentice classification and bids out before he completes the training, will not be allowed to return to that apprentice program until he has successfully completed all the related studies, skills and development in another apprentice program or holds a journeyman's classification.

* * * *

ARTICLE IV

GRIEVANCES—CONFERENCES—ARBITRATION

26. GRIEVANCES DEFINED

A grievance is hereby defined as a violation of the terms of this Agreement or any type of supervisory conduct which unjustly denies to any employee his job or any benefit arising out of his job and notice of which has been given in writing within four (4) calendar weeks after its occurrence.

27. GRIEVANCE HANDLING PROCEDURE

(a) Should any difference arise between an employee covered by this Agreement and a representative of the Company, the employee and/or the Job Steward shall discuss such difference informally with the immediate Supervisor for the purpose of settling differences in the simplest and most direct manner in order to avoid grievances. If, after these discussions, a difference still exists involving a matter referred to in Paragraph 26, unless by mutual agreement in writing signed by both parties another procedure is adopted, such matter shall be taken up in the following manner:

First: The matter may become a formal grievance if reduced to writing, signed by the party making the grievance and taken up with the immediate Supervisor within four (4) calendar weeks after its occurrence.

Second: If any matter is not settled in the First Step within ten (10) days, the Business Manager of the Union and the Vice President in charge of Operations or such representative as either may designate, shall discuss the matter further. The Supervisor and the Local Union Representative may be included in these discussions.

Third: Any matter not settled, as provided in the Second Step above, shall within thirty (30) days after disposal in the First Step above be referred to the President of the Company or his personal representative, and the Business Manager of the Union and the System Committee (which the Union agrees shall consist of not more than four (4) members). A representative of the International President may also be included in this step.

Fourth: Should any matter that has been referred to representatives of the parties, as provided in the Third Step above, not be satisfactorily adjusted within thirty (30) days from the date of such referral, either party may within sixty (60) days from date of such referral

demand arbitration of the matter by giving written notice to the other. Upon the Union requesting arbitration, all such grievances which are not settled within sixty (60) days from the date that no agreement is reached in the Second Step on the first such grievance not settled within that period may be grouped for submission to a single Arbitration Board regardless of the issues involved. In cases where the time limit is extended for handling in the Third Step, such time limit extensions will be added to the sixty (60) day period.

(b) A grievance of a general nature or a grievance in the interpretation of the Agreement which is brought by someone other than an aggrieved employee and is not confined to an individual employee or group of employees in a particular location shall be brought as a grievance of the Union. The Business Manager, or his representative, shall present such grievance in writing to the Vice President in charge of Operations or such representative as he may designate. In the event such grievance is not disposed of within thirty (30) days after presentation, it may be refererd to the parties as provided in the Third Step of the Grievance Handling Procedure.

(c) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the Company, he will be furnished a copy of same within four (4) weeks of its occurrence in order that he may have an opportunity to correct the record. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

28. ARBITRATION BOARD—POWERS

(a) Within ten (10) days after written notice is given by either party requesting arbitration as provided in Paragraph 27, the matter shall be referred to a tem-

porary Board of Arbitration consisting of one (1) member designated by the Company, one (1) member designated by the Union, and a third member to be selected by these two (2) members. In the event one of the parties refuses or fails to so designate its representatives, then the party in default shall forfeit its case. In the event the members of the Board of Arbitration fail to select a third member within three (3) days, the parties shall jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to appoint the third member, both parties to be bound by such appointment. In the event one of the parties refuses or fails to join in such request, then the party in default shall forfeit its case. The majority decision of the Board of Arbitration shall be final and binding on both parties hereto.

(b) The Board of Arbitration shall be governed wholly by the terms of this Agreement and shall have no power to add to or change its terms, nor shall the Board of Arbitration be authorized to pass on matters which are not properly grievances as defined herein.

* * * *

31. CESSATION OF WORK—DISCHARGE IF GRIEVANCE PROCEDURE NOT FOLLOWED

Cessation of work or refusal to work by any employee on account of any grievance or alleged grievance of any employee, if the grievance procedure above set forth has not been fully complied with by the employee or employees or their representatives, shall constitute grounds for discharge or suspension of such employee. Nothing in this paragraph shall abridge the rights of any employee as set forth in Paragraph 45 relating to Safety.

* * * *

45. SAFETY

(a) The safety of the employees is a matter of paramount importance, shall receive first consideration, and

no employee shall be allowed or required to take any undue risk in the performance of his duties which he or his Foreman or Supervisor consider unsafe to himself or to his fellow workers. Supervisors and Foreman will be held strictly responsible for the enforcement of safe working rules. In case any Supervisor or Foreman is charged by an employee, or any employee is charged by the Company as being at fault in connection with any accident and such charge is deemed unfair, this action may be taken up as a grievance as provided in Article IV.

(b) The Company and the Union agree to establish a Joint Safety Committee of six (6) members, which shall be the same personnel that composes the Joint Apprenticeship Committee, plus one (1) additional Committeeman to be selected by the Union from the other Department than that from which the President of the System Council comes, and one (1) additional Committeeman selected by the Company. The Joint Safety Committee shall be responsible for developing and recommending an effective safety program for all employees covered by this Agreement, including changes or additions to present safety rules, conducting investigations of accidents when deemed necessary. It is neither the intention of the Company nor the Union to use this program for the purpose of creating work rules governing hours of work and conditions of employment.

This Committee will not involve itself in disciplinary action.

It is agreed that the Local Joint Advisory Safety Committees will continue to function in an advisory capacity to the Joint Safety Committee, as outlined in the "Standards and Procedures for the Administration of the Joint Advisory Safety Program".

It is further agreed that in those cases involving materials, safety tools, devices and equipment, it will be the

function of the Joint Safety Committee to recommend changes, deletions and additions, as prescribed by the "Standards and Procedures of the Joint Safety Program".

Either party has the privilege of terminating this program on thirty (30) days' notice.

* * * *

48. APPRENTICES IN ALL DEPARTMENTS

(a) In each regular and Itinerant Line Crew, the ratio of Apprentices to Journeymen Linemen shall not exceed: one (1) Apprentice to two (2) Journeymen Linemen; two (2) Apprentices to three (3) Journeymen Linemen; two (2) Apprentices to four (4) Journeymen Linemen; and three (3) Apprentices to five (5) Journeymen Linemen. When working on new construction not on poles with or crossing energized circuits, the ratio shall not exceed one (1) Apprentice to one (1) Journeyman Lineman. For the purpose of this clause, Working Foremen and Itinerant Working Foremen shall be considered Journeymen Linemen.

(b) In the Service or Cut-in Crews (two-man crews) the ratio of Apprentices to Journeymen shall not exceed one (1) Apprentice to one (1) Journeyman. A Serviceman "A" is a Journeyman.

(c) In the Electrician classification in all departments, the Mechanic and Instrument Mechanic classifications in the Production Department, the Cable Splicer classification in the Transmission-Distribution Department, and all corresponding Itinerant classifications, the ratio of Apprentices to Journeymen at any one (1) location shall not exceed: One (1) Apprentice to one (1) Journeyman; one (1) Apprentice to two (2) Journeymen; two (2) Apprentices to three (3) Journeymen; two (2) Apprentices to four (4) Journeymen; three (3) Apprentices to five (5) Journeymen; three (3) Apprentices to six (6) Journeymen; and above six (6) Journeymen, the ratio will

be 1 to 2. For the purpose of this clause, Chief Electricians, Machinists, Working Foremen, Itinerant Working Foremen, and Network Maintenance Men shall be considered Journeymen. Maintenance Foremen whose regularly assigned crew does not consist of more than two (2) Journeymen will be considered as Journeymen for the purpose of this clause.

(d) In the Repairman A (Transformer Shop), and Meterman A classifications, the ratio of Apprentices to Journeymen at any one (1) location shall not exceed 1 to 1.

(e) Ratios as set out in (a), (b), (c) and (d) above shall be determined on the basis of the number of Apprentices and corresponding Journeymen on the payroll at a working headquarters. The temporary absence of Journeymen from a headquarters shall not be considered as affecting the ratio in that headquarters or crew.

(f) In all departments when an Apprentice has been in the Apprentice classification for more than two (2) years and is not competent to become a Journeyman, he shall not be counted in the Apprentice ratio.

(g) It is agreed that there will be a Joint Apprenticeship Committee composed of equal representation from the Company and the Union. Such Committee will plan and carry on the Joint Apprentice Training Program. Either party has the privilege of terminating the program on thirty (30) days' notice. It is agreed that this Agreement will be amended to include mutually agreed Lines of Progression. If the Apprentice Training Program is terminated by either party, the Lines of Progression will be automatically terminated.

(h) When an employee has served four (4) full years in the Apprentice classification, he shall automatically be promoted to a Journeyman classification at his location, provided that he is fully qualified. Job Posting Procedure will not apply in the automatic promotion of Apprentices.

* * * *

PARAGRAPH 7(c)

Under this paragraph, an employee may be assigned to work in a lower classification to do work which he is able to perform. He may be assigned to work in an equal classification to do work which he is able to perform under the terms of the Memorandum of Understanding on Sideways Relieving, dated February 21, 1957. He may be assigned to an extra job, at his regular rate of pay, which may involve some work of a higher classification if he is not able or required to perform all of the work of such higher classification due to lack of knowledge or physical limitations.

For the Union	For the Company
/s/ A. A. Moore	/s/ G. V. Crawford

* * * *

MISCELLANEOUS

The Manner an Electrical Apprentice Will Work

It is recognized that an Electrical Apprentice is in training under Journeymen to become a qualified Journeyman. It is also recognized that as he progresses in his apprenticeship, he becomes qualified to perform productive work, and will be expected to perform all the duties of a Journeyman which he has become qualified to do. It is not the intention of the Company to use an Apprentice on any type of work which the Apprentice has not become qualified to perform through experience and training. In this regard, the Company will not require an Apprentice to work on, climb through or work above energized conductors carrying more than 500 volts during his first year of apprenticeship.

After completing his first year, the determination of whether the Apprentice is qualified to work on conductors carrying more than 500 volts will be made by the

Apprentice himself, the Foreman supervising the Apprentice, and the Journeyman with whom he works. Should any question arise as to whether or not he is qualified to perform the duties assigned to him, which cannot be resolved locally it shall be brought to the attention of the Supervisor of Apprentice Training, who will investigate the qualifications of the Apprentice and report his findings to the Joint Apprenticeship Committee for determination as to whether the Apprentice is qualified to perform the work in question.

For the Union	For the Company
/s/ A. A. Moore	/s/ Robert W. Wall, Jr.

MISCELLANEOUS

The Manner an Electrical Apprentice Will Work

It has come to the attention of the Apprentice Committee that the "Memorandum of Understanding as to the Manner an Electrical Apprentice Will Work" is being interpreted in some locations that after an Apprentice has the required first year of apprenticeship, he can be required to work on conductors carrying more than 500 volts. The Memorandum clearly provides that the determination of whether an Apprentice is qualified to work on conductors carrying more than 500 volts will be made by the Apprentice himself, the Foreman supervising the Apprentice, and the Journeyman with whom he works. Even if the Apprentice has more than the first year as an Apprentice, the above determination must be made. In arriving at the first year of apprenticeship, the time in classification plus credit allowed for related experience is to be used.

For the Union	For the Company
/s/ A. A. Moore	/s/ Robert W. Wall, Jr.

* * * *